

B - Schedule of Items	2
C - Description/Specifications/Statement of Work	3
D - Packaging and Marking	8
E - Inspection and Acceptance.....	8
F - Deliveries or Performance	8
H - Special Contract Requirements.....	8
I - Contract Clauses	11
J - List of Documents, Exhibits, and Other Attachments.....	15
K - Reps, Certs, and Other Statements of Quoters	17
M - Evaluation Factors for Award	25

B - Schedule of Items

FY14 Cattleguard Project Beartooth Ranger District, Stillwater County, Montana Ashland Ranger District, Powder River County, Montana Sioux Ranger District, Harding County, South Dakota

Custer-Gallatin National Forest

Pay Item	Description	Method of Measure	Pay Unit	Estimated Quantity	Unit Price	Total Price
1	Mobilization	LSQ	LS	All	* * * * *	\$ _____
2	16-Foot Width Cattleguard, Furnish and Install	AQ	Each	1	\$ _____	\$ _____
3	Supply One Set of Cattleguard Bases (2 Bases)	AQ	Each	1	\$ _____	\$ _____
4	Supply One Set of Cattleguard Bases (2 Bases)	AQ	Each	1	\$ _____	\$ _____

GRAND TOTAL ALL ITEMS: \$ _____

This is a Request for Quotation (RFQ); therefore, no public opening will be held. The results will not be made public prior to award. Quotes submitted in response to this RFQ will not be returned, but will be retained by the U.S. Forest Service for official record purposes. The RFQ does not commit the Government to pay any costs incurred in the preparation or the submission of this quote, or to make any award.

Vendor shall have a DUNS number and be registered in the System for Award Management (www.sam.gov) prior to award.

The Forest Service has transitioned to an electronic invoice system called Invoice Processing Platform (IPP). Vendors are required to set-up an account at www.ipp.gov in order to submit invoices.

Quoters refer to L1 (page 22 of 35) of this solicitation to understand what documents need to be returned with quotation.

Price Quotation furnished by:

Name: _____

Phone: _____

Address: _____

Cell: _____

FAX: _____

E-Mail: _____

DUNS # _____

C - Description/Specifications/Statement of Work

C-1 PROJECT DESCRIPTION AND LOCATION

C-1 GENERAL

1.01 **Intent of Contract** - The intent of the contract is to provide for the construction and completion of the work described. The precise details of performing the work are not stipulated except as considered essential for the successful completion of the work. Furnish all labor, material, equipment, tools, transportation, and supplies necessary to complete the work according to the contract.

1.02 **Description of Work** – The work shall consist of furnishing and installing a cattleguard including concrete bases, metal grid, end wings, object markers, aggregate surfacing on approaches, and bypass gate.

Work covered under each Pay Item in the Schedule of Items includes:

Pay Item No. 1: Mobilization:

The work shall consist of moving personnel, equipment, material, and incidentals to the project and performing all work necessary before beginning work at the project site.

Pay Item No. 2: 16-Foot Width Cattleguard, Furnish and Install

The work shall consist of furnishing and installing a new 16-foot width cattleguard on W Fork Stillwater Road #2846 complete with concrete bases, metal grid, end wings, object markers, 1-1/2 inch minus crushed aggregate aprons on both sides of each cattleguard, and barbed-wire bypass gate.

Pay Item No. 3: Cattleguard bases

The work shall consist of furnishing and delivering one set of concrete bases to road #3113 on the Sioux Ranger District.

Pay Item No. 4: Cattleguard bases

The work shall also consist of furnishing and delivering one set of concrete bases up near the barn at the Ashland District Compound.

1.03 **Project Location.** The project is located on the Beartooth, Ashland, and Sioux Districts, Custer National Forest.

Pay Item No. 2: The cattleguard installation is located on W Fork Stillwater Road #2846 in Section 9, T5S, R15E. The location will be staked by the Government.

Pay Item No. 3: The cattleguard bases shall be delivered to Road #3113 on the Sioux Ranger District. The location will be staked by the Government.

Pay Item No. 4: The cattleguard bases shall be delivered to Road #47031 Nutter Draw on the Ashland Ranger District at the first wire gate location. The location will be flagged in the field by the Government. The location is approximately in T4S R46E S12.

1.04 **Price Range.** Less than \$25,000

1.05 **Pre-Quote Tour.** A pre-quote tour will not be held. All quoters are encouraged to visit the project site. Directional information may be obtained from the Beartooth Ranger District Office in Red Lodge, MT,

telephone 406-446-2103. For additional contract information contact David Shimek, COR, at the Supervisor's Office, Custer National Forest at (406)255-1422 for contract information.

- 1.06 **Pre-Quote Conference.** A pre-quote conference will not be held.
- 1.07 **Start Work.** It is estimated that the work will begin on August 01, 2014.
- 1.08 **Performance Period.** Contract time is 60 calendar days to allow for manufacture and delivery of materials. Upon starting work at each cattleguard, the Contractor shall prosecute the work diligently and complete each cattleguard installation within 3 calendar days.
- 1.09 **Government-Furnished Materials.** Concrete forms are available to the contractor at Fallon County Ready Mix in Baker, Montana. It shall be the contractor's responsibility to have the bases made, loaded delivered, and unloaded from Fallon County Ready Mix to the installation sites.
- 1.10 **Work Schedule.** The Contractor shall supply a work schedule before starting the project. The Contractor shall notify to Contracting Officer a minimum of 48 hours in advance of changes in the work schedule.
- 1.11 **Use of Roads by the Contractor.** The Contractor is authorized to use roads under the jurisdiction of the Forest Service for all activities necessary to complete this contract, subject to the limitations and authorizations designated in Road Order(s) or described in the contract, when such use will not damage the roads or National Forest System resources, and when traffic can be accommodated safely.
- 1.12 **Traffic Control.** Existing roads shall remain open during the project. The Contractor may close the road for short periods of time but the closure shall not exceed 30 minutes. Access to the bypass gates shall be constructed and maintained for traffic.
- All road and traffic related signing shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
- Perform work in a manner that ensures the safety and convenience of the public and protects the residents and property adjacent to the project. Accommodate public traffic on roads adjacent to and within the project until the project is accepted.
- 1.13 **Camping.** Camping may be permitted in the project area with prior approval from the COR.
- 1.14 **Cleanup and Disposal.** The Contractor shall be responsible for solid waste disposal. The Contractor shall at all times keep the area in a clean, neat, and orderly condition. Construction related debris, including but not limited to used motor oil, oil cans, grease cartridges and refuse shall be removed promptly from the site and disposed of in a lawful manner off National Forest System lands. Fees for the use of landfills or transfer stations shall be paid for by the Contractor if there is a charge.
- 1.15 **Security and Protection.** Security is the responsibility of the Contractor. The Contractor shall be responsible for protecting all equipment and supplies for use on the project and stored on the site. The Contractor shall be responsible for all costs required to provide such protection.

Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barriers. Signing shall meet MUTCD Standards and advise the public of the work being done.

- 1.16 **Existing Utilities.** The Contractor is responsible for location of all utilities prior to ground disturbance. Damaged utilities shall be repaired at the Contractors expense.

Contact Montana One Call prior to any ground disturbance.

C-2 PRODUCTS

2.01 Cattleguards

- A. Cattleguard shall meet requirements AS SHOWN ON THE DRAWING.
 - 1. 16-foot width guards shall be comprised of one (1) metal grid section for the full width.
- B. Bases shall be precast concrete and meet requirements AS SHOWN ON THE DRAWINGS.
 - 1. A Forest Service owned form is available for use. Obtain details from COR. The forms are currently located at Fallon County Ready Mix in Baker, Montana. The Contractor will be responsible for loading, hauling, and unloading forms if used. Upon completion of use, the forms shall be returned to the Rock Creek Work Center unless otherwise approved by the COR.
 - 2. If the Government owned form is not used, the concrete bases shall be approved by the Contracting Officer.
- C. End wings shall meet requirements AS SHOWN ON THE DRAWINGS. On installations with precast concrete bases constructed with the use of the Government forms, the end wings shall be sized to fit between the concrete bases.

2.02 Crushed Aggregate

- A. 1-1/2 minus aggregate surfacing material obtained from a commercial source.
- B. Material source shall be certified free of noxious weeds.

2.03 Fencing Materials – shall be as SHOWN ON THE DRAWINGS.

C-3 – EXECUTION

- A. Excavate the foundation to the limits of the footing, and compact the foundation. The foundation shall provide a firm foundation of uniform density throughout its length and width.
- B. The Contractor shall have written approval of foundation before setting the precast concrete bases.
- C. Do not haul precast concrete bases less than 7-days-old or until 80 percent of the design strength of the concrete is achieved.
- D. Place backfill in horizontal layers that do not exceed 6 inches in compacted thickness. Compaction shall consist of a minimum of three (3) complete passes with a mechanical compactor until visual displacement ceases.
- E. Bring backfill up evenly on all sides of the structure as appropriate. Extend each layer to the limits of the excavation or to natural ground.
- F. The cattleguard metal grid shall rest on the concrete bases without rocking.

- G. The subgrade shall be reshaped to create full road width approaches to the new cattleguards. Compact the subgrade by operating hauling and spreading equipment over the full width. Furnish, haul, and place 15 cubic yards of aggregate surfacing material on each side of the cattleguards (30 compacted cubic yards total for each cattleguard). Compact the aggregate surfacing material by operating hauling and spreading equipment over the full width.
- H. The Contractor shall construct a route through the bypass gate, which connects back to the road on each side of the cattleguard.

C4 – MEASUREMENT AND PAYMENT

- 4.01 **Scope of Payment.** Payment for all contract work is provided, either directly or indirectly, under the pay items shown in the bid schedule.

- A. Direct payment. Payment is provided directly under a pay item shown in the bid schedule.
- B. Indirect payment. Work for which direct payment is not provided is a subsidiary obligation of the Contractor. Payment for such work is indirectly included under other pay items shown in the bid schedule.

Compensation provided by the pay items included in the contract bid schedule is full payment for performing all contract work in a complete and acceptable manner. All risk, loss, damage, or expense arising out of the nature of prosecution of the work is included in the compensation provided by the contract.

Work measured and paid for under one pay item will not be paid for under any other pay item.

The quantities shown in the bid schedule are approximate unless designated as a contract quantity. Limit pay quantities to the quantities staked, ordered, or otherwise authorized before performing the work. Payment will be for the actual quantities of work performed and accepted or material furnished according to the contract. No payment will be made for work performed in excess of that staked, ordered, or otherwise authorized.

- 4.02 **Unit of Measurements:** Payment will be by units defined and determined according to measure. Unless otherwise specified, the meanings of the following terms are as follows:

- A. **Lump Sum (LS)** – Do not measure directly. The quantity is designated as “All”.
- B. **Each** – One entire unit. The quantity is the actual number of units completed and accepted.

- 4.03 **Methods of Measurement:** One of the following Methods of Measurement for determining final payment is DESIGNATED on the SCHEDULE OF ITEMS for each pay item:

- A. **Actual Quantities (AQ)** - These quantities are determined from measurements of completed work.
- B. **Lump Sum Quantities (LSQ)** - These quantities denote one complete unit of work as required by or described in the contract, including necessary materials, equipment, and labor to complete the job. They will not be measured.

- 4.03 **Mobilization.** This work consists of moving personnel, equipment, material, and incidentals to the project and performing all work necessary before beginning work at the project site.

The mobilization lump sum will be paid as follows:

- A. Bond premiums, if applicable, will be reimbursed after the evidence of payment.
- B. When 5 percent of the original contract amount is earned from other bid items, 50 percent of the mobilization item, or 5 percent of the original contract amount, whichever is less, will be paid.
- C. When 10 percent of the original contract amount is earned from other bid items, 100 percent of the mobilization item, or 10 percent of the original contract amount, whichever is less, will be paid.
- D. Any portion of the mobilization item in excess of 10 percent of the original contract amount will be paid after final acceptance.

C-5 PROJECT DRAWINGS

The following Project Drawings are applicable to this contract and are included in section J.

<u>Plan Set No.</u>	<u>DESCRIPTION</u>
1	Title Sheet
2	Project Area Maps
3	Cattleguard Details
4	Cattleguard Precast Base Details
5	Cattleguard Gate and Fence Details

D - Packaging and Marking

{For this solicitation there are NO Clauses.}

E - Inspection and Acceptance

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

<http://www.dm.usda.gov/procurement/policy/agar.html>

FAR 52.246-1 Contractor Inspection Requirements. (APR 1984)

FAR 52.246-12 Inspection of Construction. (APR 1996)

F - Deliveries or Performance

FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984) - Alternate I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **September 30, 2014**. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by **August 1, 2014**. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

FAR 52.242-14 Suspension of Work. (APR 1984)

G - Contract Administration Data

AGAR 452.215-73 Postaward Conference. (NOV 1996)

A post award conference with the successful offeror is required. The conference will be scheduled at a date and time to be determined later.

H - Special Contract Requirements

AGAR 452.236-77 Emergency Response. (NOV 1996)

(a) Contractor's Responsibility for Fire Fighting. (1) The Contractor, under the provisions of FAR clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. (2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to

control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.

(b) Contractor's Responsibility for Notification in Case of Fire. The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

CAMPING

- (a) Before camping, the Contractor shall obtain a District Camping Permit, if required, from each District the Contractor is working on through the Contracting Officer/Contracting Officer's Representative.
- (b) A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.
- (c) Contractor is to bring a proposed campsite location to the prework for review and approval and prior to camping.
- (d) The Government will make no special camping allowances for the Contractor within or near the project area. Arrangements with the local private landowners will be at the discretion of the Contractor.

SECURITY AND PROTECTION

- (a) Security and Protection – Security is the Contractor's responsibility. Limit access to the construction area to persons involved in the work. Provide secure storage for materials that are stored on site. Secure completed work as required to prevent loss.

Barricades, warning signs and light shall comply with standards and code requirements for erection of structurally adequate barricades. All road warning signs, barricades, and traffic control devices shall conform to MUTCD. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

- (b) Maintenance of Traffic – The Contractor is authorized to use roads under the jurisdiction of the Forest Service, and open to public travel, for all activities necessary to complete this contract, subject to limitations and authorizations shown on the drawings or specified under this contract when such use will not damage the roads or national forest resources and when traffic can be accommodated safely.

Before shutting down operations, take all necessary precautions to prevent damage to the project, such as temporary detours, approaches, crossings, or intersections; and provide for normal drainage and minimization of erosion. Leave all travel ways in a condition suitable for traffic.

- (c) Protection of Improvements – The Contractor shall complete sequences of construction activity in order to prevent damage to equipment, material, and articles incorporated into the work covered by this contract.

LANDSCAPE PRESERVATION

- (a) The Contractor shall confine operations to within the clearing limits or other areas designated in contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material which falls outside of these limits shall be retrieved, disposed of, or incorporated in the work as directed by the Contracting Officer.

(b) Operation shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).

Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or man-made channels leading thereto. Wash water or waste water from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

Mechanized equipment shall not be operated in live streams without written approval by the Contracting Officer.

NOXIOUS WEEDS/EQUIPMENT CLEANING

Noxious weeds are any exotic plant species established or that may be introduced into the State which may render land unfit for agriculture, forestry, livestock, wildlife, or other beneficial uses and which is designated by the State's Department of Agriculture, or by the County's weed management district, or by other appropriate agencies having jurisdiction. A weed management district is any area of land identified for the purpose of weed management or control. Such an identified land area may be, but is not limited to one of the following: a project or job site, a County, two or more Counties, or a National Forest.

To mitigate the anticipated impacts of spreading noxious species, the following precautions shall be used:

- All equipment and vehicles to be used at the job site shall be cleaned and free of noxious weeds and their seeds prior to entrance onto the project site. The restriction shall include equipment and vehicles intended for off-road as well as on-road use, whether they owned, leased, or borrowed by the contractor or any subcontractor.
- Cleaning shall consist of the removal all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. Cleaning shall occur off the project site.
- Equipment, materials, and vehicles shall be visually inspected by the COR, or other designated Forest Service official, and certified in writing by the Contractor to be reasonably clean and weed free. Inspections will take place at a location agreed to by the COR and Contractor in advance of delivery to the job site. Equipment and vehicles shall proceed directly to the job site following the inspection. Materials, including delivery vehicles, delivered to the project site will also be inspected prior to entering the area.
- The Contractor shall protect all existing vegetation from the introduction of noxious weeds, (1) at or near the work site, and (2) on adjacent property. The Contractor shall treat any introduced noxious weeds resulting from failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to treat such weeds, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.
- Certification of each piece of equipment or vehicles shall remain valid for the duration of the project as long as the identified subjects remain solely on the project. Off road equipment that leaves the job site shall be recertified before being allowed to return. Individual worker's vehicles shall be parked at a staging area that will be designated by the COR.

I - Contract Clauses

FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

<http://www.dm.usda.gov/procurement/policy/agar.html>

FAR 52.211-18 Variation in Estimated Quantity. (APR 1984)

FAR 52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)

FAR 52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)

FAR 52.222-3 Convict Labor. (JUN 2003)

FAR 52.222-6 Construction Wage Rate Requirements. (MAY 2014)

FAR 52.222-7 Withholding of Funds. (MAY 2014)

FAR 52.222-8 Payrolls and Basic Records. (MAY 2014)

FAR 52.222-9 Apprentices and Trainees. (JUL 2005)

FAR 52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)

FAR 52.222-11 Subcontracts (Labor Standards). (MAY 2014)

FAR 52.222-12 Contract Termination - Debarment. (MAY 2014)

FAR 52.222-13 Compliance With Construction Wage Rate Requirements and Related Regulations. (MAY 2014)

FAR 52.222-14 Disputes Concerning Labor Standards. (FEB 1988)

FAR 52.222-15 Certification of Eligibility. (MAY 2014)

FAR 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

FAR 52.222-26 Equal Opportunity. (MAR 2007)

FAR 52.222-27 Affirmative Action Compliance Requirements for Construction. (FEB 1999)

FAR 52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)

FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (SEP 2013)

FAR 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)

FAR 52.223-6 Drug-Free Workplace. (MAY 2001)

FAR 52.224-1 Privacy Act Notification. (APR 1984)

FAR 52.224-2 Privacy Act. (APR 1984)

FAR 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

FAR 52.227-4 Patent Indemnity--Construction Contracts. (DEC 2007)

FAR 52.232-5 Payments Under Fixed-Price Construction Contracts. (MAY 2014)

FAR 52.232-23 Assignment of Claims. (MAY 2014)

FAR 52.232-27 Prompt payment for construction contracts. (MAY 2014)

FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)

FAR 52.233-1 Disputes. (MAY 2014)

FAR 52.233-3 Protest after Award. (AUG 1996)

FAR 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

FAR 52.236-2 Differing Site Conditions. (APR 1984)

FAR 52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)

FAR 52.236-5 Material and Workmanship. (APR 1984)

FAR 52.236-6 Superintendence by the Contractor. (APR 1984)

FAR 52.236-7 Permits and Responsibilities. (NOV 1991)

FAR 52.236-8 Other Contracts. (APR 1984)

FAR 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)

FAR 52.236-10 Operations and Storage Areas. (APR 1984)

FAR 52.236-11 Use and Possession Prior to Completion. (APR 1984)

FAR 52.236-12 Cleaning Up. (APR 1984)

FAR 52.236-13 Accident Prevention. (NOV 1991)

FAR 52.236-16 Quantity Surveys. (APR 1984)

FAR 52.236-17 Layout of Work. (APR 1984)

FAR 52.236-21 Specifications and Drawings for Construction. (FEB 1997)

FAR 52.236-26 Preconstruction Conference. (FEB 1995)

FAR 52.243-5 Changes and Changed Conditions. (APR 1984)

FAR 52.244-6 Subcontracts for Commercial Items. (MAY 2014)

FAR 52.245-1 Government Property. (APR 2012)

FAR 52.246-21 Warranty of Construction. (MAR 1994)

FAR 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)

FAR 52.249-10 Default (Fixed-Price Construction). (APR 1984)

FAR 52.253-1 Computer Generated Forms. (JAN 1991)

AGAR 452.236-73 Archaeological or Historic Sites. (FEB 1988)

AGAR 452.236-74 Control of Erosion, Sedimentation, and Pollution. (NOV 1996)

AGAR 452.236-76 Samples and Certificates. (FEB 1988)

FAR 52.225-9 Buy American - Construction Materials. (MAY 2014)

(a) *Definitions.* As used in this clause-

Commercially available off-the-shelf (COTS) item- (1) Means any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation

costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means-

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if-

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.* (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American statute.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of	Quantity	Price
--	----------------	-----------------	--------------

	measure	(dollars)*
Item 1:		
Foreign construction material	_____	_____
Domestic construction material	_____	_____
Item 2:		
Foreign construction material	_____	_____
Domestic construction material	_____	_____

* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

AGAR 452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (FEB 2012) Alternate 1

- (a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it -
- (1) does not have tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and
 - (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a federal criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.
- (b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

AGAR 452.236-72 Use of Premises (NOV 1996)

- (a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.
- (b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

J - List of Documents, Exhibits, and Other Attachments

Attachment 1: Davis-Bacon Wage Determination, General Decision No. MT140090, dated 03/07/2014, MT80

Attachment 2: Experience Questionnaire

Attachment 3: Cattleguard Precast Base Details (separate attachment)

Attachment 4: Cattleguard Detail Page 1 (separate attachment)

Attachment 5: Cattleguard Detail Page 2 (separate attachment)

Attachment 6: Fence Detail (separate attachment)

K - Reps, Certs, and Other Statements of Quoters

FAR 52.204-8 Annual Representations and Certifications. (MAY 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237310 – Highway, Street, and Bridge Construction**.

(2) The small business size standard is **\$33.5 million (receipts in a three-year period)**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that

require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to-

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

☐ (i) 52.219-22, Small Disadvantaged Business Status.

- ☐ (A) Basic.
- ☐ (B) Alternate I.
- ☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- ☐ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
- ☐ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- ☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- ☐ (vi) 52.227-6, Royalty Information.
 - ☐ (A) Basic.
 - ☐ (B) Alternate I.
- ☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No.[]

Title[]

Date[]

Change[]

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

FAR 52.223-1 Biobased Product Certification. (MAY 2012)

FAR 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and *subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty

and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Contractor's Signature

Date

Contractor's Name and Title

AGAR 452.209-70 Representation by Corporations Regarding and Unpaid Delinquent Tax Liability or a Felony Conviction (FEB 2012) *Alternative 1*

(a) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

(1) The Offeror is [], is not [] (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror has [], has not [] (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has [], has not [] (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

(3) The Offeror does [], does not [] (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Contractor's Signature

Date

Contractor's Name and Title

AGAR 452.219-70 Size Standard and NAICS Code Information. (SEP 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): **All**

- NAICS Code **237310 – Highway, Street, and Bridge Construction**
- Size Standard **\$33.5 million (receipts in a three-year period)**

L - Instructions, Conditions, and Notices to Quoters

L1. QUOTE SUBMITTAL

Contractors wishing to submit a quote must include the following:

- Request for Quotation (SF-18); complete and signed.
- Section B – Schedule of Items (page 2 of 35)
- Annual Representations and Certifications in Section K (pages 17-22 of 35)
- Experience Questionnaire (Attachment 2)
- Acknowledge Amendments per the instructions in Block 11 of the SF-30 (if applicable)

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>
<http://www.dm.usda.gov/procurement/policy/agar.html>

FAR 52.204-7 System for Award Management. (JUL 2013)

FAR 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

AGAR 452.204-70 Inquiries. (FEB 1988)

FAR 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a **Firm-Fixed Price** contract resulting from this solicitation.

FAR 52.222-5 Construction Wage Rate Requirements-Secondary Site of the Work. (MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade **3.3%**

Goals for Female Participation for Each Trade **6.9%**

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the-

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Stillwater County, Montana.**

FAR 52.225-10 Notice of Buy American Requirement - Construction Materials. (MAY 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

M - Evaluation Factors for Award

AWARD DETERMINATION

Award will be made to the Respondent whose quote represents the best value to the Government. Factors to be considered in determining the best value include such matters as price, experience, and past performance.

EVALUATION FACTORS

Cost/price is of equal importance compared to experience and past performance; however, the importance of cost may become greater as the difference between experience and past performance decreases. Where experience and past performance are determined to be substantially equal, cost may control award.

Attachment 1: Davis-Bacon Wage Determination

General Decision Number: MT140080 03/07/2014 MT80

State: Montana

Construction Type: Highway

Counties: Montana Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/07/2014

SUMT2014-001 02/19/2014

	Rates	Fringes
CARPENTER		
Carpenter/Piledriverman.....	\$ 25.21	10.82
Millwright.....	\$ 27.78	10.82
Zone 1: 0 to 30 miles - Free		

Zone 2: 30 to 50 miles - Base Pay +\$3.00

Zone 3: Over 50 miles - Base Pay +\$4.80

The Zone hourly rate applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the City Center of the following towns to the center of the job:

Billings, Bozeman, Butte, Great Falls, Helena, Missoula, Kalispell, Lewistown, Miles City

CEMENT MASON/CONCRETE FINISHER...	\$ 23.87	9.80
TRAVEL PAY:		

Zone 1: 0 to 45 miles - Free

Zone 2: 45 to 85 miles - \$45.00 per day

Zone 3: Over 85 miles - \$75.00 per day

ELECTRICIAN (LINE
CONSTRUCTION)

Equipment Operator.....	\$ 30.12	12.71
Groundman.....	\$ 24.30	11.99
Lineman.....	\$ 40.63	13.78

TRAVEL PAY:

Zone 1: \$30.00 day - 25 Mile radius around and including the following cities from the County Courthouse: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell and Missoula

Zone 2: \$60.00 day - All other areas

ELECTRICIAN

Area 1

Beaverhead, Deer Lodge, Granite, Jefferson, Madison, Silver Bow and Powell Counties.....	\$ 27.60	12.98
---	----------	-------

Area 2

Big Horn, Carbon, Carter, Custer, Dawson, Fallon, Garfield, Golden Valley, Musselshell, Powder River, Prairie, Rosebud, Stillwater, Treasure, Wibaux and Yellowstone Counties.....	\$ 30.73	12.54
---	----------	-------

Area 3

Blaine, Cascade, Chouteau, Daniels, Fergus, Glacier, Hill, Judith Basin, Liberty, McCone, Petroleum, Pondera, Phillips, Richland, Roosevelt, Sheridan, Teton, Toole, Valley and Wheatland Counties.....	\$ 30.73	12.54
--	----------	-------

Area 4

Broadwater, Lewis and Clark and Meagher Counties.	\$ 29.06	11.36
--	----------	-------

Area 5

Flathead, Lake, Lincoln, Mineral, Missoula, Ravalli and Sanders Counties.....	\$ 27.02	12.59
--	----------	-------

Area 6

Gallatin, Park and Sweet Grass Counties.....	\$ 27.68	11.84
---	----------	-------

TRAVEL PAY: Zone 1: 0 to 10 miles - Free

Zone 2: 10-50 miles - Federal mileage both ways/day

Zone 3: Over 50 miles - \$75.00 per day

IRONWORKER

Flathead, Glacier, Lake, Lincoln, Mineral, Missoula, Ravalli and Sanders County.....	\$ 25.90	19.98
Remaining Counties.....	\$ 26.00	19.08

TRAVEL PAY:

Zone 1: 0 to 45 miles - Free

Zone 2: 45-85 miles - \$45.00 per day

Zone 3: Over 85 miles - \$75.00 per day

LABORER

Group 1.....	\$ 18.90	8.05
Group 2.....	\$ 21.97	8.05
Group 3.....	\$ 22.19	8.05
Group 4.....	\$ 23.18	8.05

GROUP 1: Flag Person

GROUP 2: All General Labor work; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-Lay Down; Crusher and Batch Plant Worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Ripraper; Sealants for Concrete and other materials; Sign Erection, Guard Rail and Jersey Rail;

Stake Jumper; Spike Driver; Signalman; Tail Hoseman; Tool Checker and Houseman; Traffic Control Worker

GROUP 3: Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker); Laser

Equipment; Non-riding Rollers; Pipelayer; Posthole Digger (power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod-Cutter-power; Tampers

GROUP 4: Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman (\$1.00 per hour above Group 4 rate); Rock & Core Drill; Track or Truck Mounted Wagon Drill; Welder including Air Arc

LABORERS ZONE PAY:

The hourly wage rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Court House of the following towns only to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HAVRE, HELENA, KALISPELL, LEWISTOWN, MILES CITY, MISSOULA

ZONE 1: 0 to 25 miles - Free

ZONE 2: 25 to 50 miles - Base Pay +\$2.50

ZONE 3: Over 50 miles - Base Pay +\$3.00

PAINTER (Pavement Marking/Milling and related work. Includes operating marking and all other

equipment and all work involved in application of pavement markings including epoxies, paints, tape, buttons, thermo-plastics and any other products applied for traffic marking purposes and for directing and regulating traffic and cutting rumble strips).....\$ 24.00	9.30
---	------

POWER EQUIPMENT OPERATOR:

Group 1.....\$ 24.02	9.90
Group 2.....\$ 26.05	9.90
Group 3.....\$ 26.91	9.90
Group 4.....\$ 27.60	9.90
Group 5.....\$ 28.94	9.90
Group 6.....\$ 29.63	9.90
Group 7.....\$ 31.73	9.90

GROUP 1: Air Compressor; Auto Fine Graders; Belt Finishing Machine; Boring Machine (small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front End Loader Under 1 CU Yard; Heavy Duty Drills; Herman Nelson Heater; Mulching Machine; Oiler, All Except Cranes & Shovels; Pumpman

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to and including 3 CU Yard; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher;

Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer; Rubber-Tired, Push & Side Boom; Elevating Grader/Gradall; Field Equipment Serviceman; Front End Loader 1 CU Yard to including 5 CU Yard; Grade Setter; Heavy Duty Drills, All Types;

Hoist/Tugger, All; Hydralift & Similar; Industrial Locomotive; Motor Patrol, Except Finish; Mountain Skidder; Oiler - Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete/Grout Machine; Punch Truck; Roller, Other Than Asphalt; Roller, Sheepsfoot, Self-Propelled; Roller, 25 Tons and Over; Ross Carrier; Rotomill Under 6 Ft; Trenching Machine; Washing/Screening Plant

GROUP 3: Asphalt Paving Machine; Asphalt Screed; Backhoe/Excavator/Shovel Over 3 CU Yard; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes; Creter; Cranes, Electric Overhead; Cranes 24 Tons and Under; Curb Machine/Slip Form Paver; Finish Dozer; Front End Loader Over 5 CU Yard; Mechanic/Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, Over 6 FT; Scraper, Single, Twin or Pulling Belly Dump; Yo-Yo Cat

GROUP 4: Asphalt/Hot Plant Operator, Cranes, 25 Tons to 44 Tons; Crusher Operator; Finish Motor Patrol; Finish Scraper

GROUP 5: Cranes, 45 Tons To Including 74 Tons

GROUP 6: Cranes, 75 Tons To Including 149 Tons; Crane, Whirley (All)

GROUP 7: Cranes, 150 Tons To Including 250 Tons (Add \$ 1.00 For Every 100 Tons Over 250 Tons; Crane, Tower (All)

POWER EQUIPMENT OPERATOR ZONE PAY:

The hourly wage rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Court House of the following towns only to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HAVRE, HELENA, KALISPELL, LEWISTOWN, MILES CITY, MISSOULA

ZONE 1: 0 to 25 miles - Free

ZONE 2: 25 to 50 miles - Base Pay +\$2.50

ZONE 3: Over 50 miles - Base Pay +\$3.00

TRUCK DRIVER

Group 1.....	\$ 20.39	9.16
Group 2.....	\$ 26.06	9.16

GROUP 1: Pilot Car

GROUP 2: Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and Similar Equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/ Tireperson; Truck Mechanic; Trucks With Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks

TRUCK DRIVER ZONE PAY:

The hourly wage rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Court House of the following towns only to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HAVRE, HELENA, KALISPELL, LEWISTOWN, MILES CITY, MISSOULA

ZONE 1: 0 to 25 miles - Free

ZONE 2: 25 to 50 miles - Base Pay +\$2.50

ZONE 3: Over 50 miles - Base Pay +\$3.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

Attachment 2: Experience Questionnaire

USDA Forest Service <p style="text-align: center;"><u>EXPERIENCE QUESTIONNAIRE</u></p> <p>Instructions: See Box 11, Remarks, if extra space is needed to answer any item below, Mark "X" in appropriate boxes.</p>		1. Contractor Name, Address, and Telephone Number			
2. Submitted to (Office Name and Address)	3. Business <input type="checkbox"/> Company <input type="checkbox"/> Co-partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-profit Organization	4. How many years do you or your firm have in the line of work contemplated by this solicitation?			
5. How many years experience have you or your business had as a (a) prime contractor ____ and/or (b) sub-contractor ____?					
6. List below the projects your business has completed within the last three years:					
Contract Amount	Type of Project	Date Completed	Name, Address, and Telephone No. of Owner/Person to Contact for Project Information		
7. List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation:					
Contract Number	Dollar Amt. of Award	Name, Address, and Telephone No. of Business/Government Agency Involved	Awarded (Units)	Percent Completed	Date Contract Complete
8a. Have you ever failed to complete any work awarded to you? <input type="checkbox"/> Yes <input type="checkbox"/> No 8b. Has work ever been completed by performance bond? <input type="checkbox"/> Yes <input type="checkbox"/> No 8c. Did you look at the project site(s) on-the-ground? <input type="checkbox"/> Yes <input type="checkbox"/> No 8d. If "Yes" to either item 8a. or 8b., specify location(s) and reason(s) why:					

EXPERIENCE QUESTIONNAIRE CONTINUED

9. Employees and equipment that will be available for this project:

- a. (1) Minimum number of employees: _____ and (2) Maximum number of employees: _____
- b. Are employees regularly on your payroll: [] Yes [] No
- c. Specify equipment available for this contract: _____

- d. Estimate rate of progress below (such as 2.0 acres/man/day):
 (1) Minimum progress rate: _____ and (2) Maximum progress rate: _____

10. List below the experience of the principal individuals of your business. (Who will directly be involved in this contract?)

Individual's Name	Present Position	Years of Experience	Magnitude and Type of Work

11. Remarks -- Specify Box Numbers (Attach sheets if extra space is needed to fully answer any above question.):

NOTE: PLEASE PROVIDE ANY ADDITIONAL INFORMATION THAT WILL HELP EVALUATE YOUR ABILITY TO SUCCESSFULLY COMPLETE THIS PROJECT.

CERTIFICATION I certify that all of the statements made by me are complete and correct to the best of my knowledge, and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.	12a. CERTIFYING OFFICIAL'S NAME AND TITLE	
	b. SIGNATURE (Sign in ink)	13. DATE